

Terms & Conditions

1. Contract

The contract to hire *Smithy's Cottage* as listed in the enclosed information sheets incorporates conditions 1 to 25 below and is between us and you as the hirer. The contract does not take effect until we despatch written confirmation of your booking to you. The contract is made in England and is governed in all respects by English Law.

2. Hire Terms

The prices quoted in the information sheets relate to all contracts made up to December 31 (of the year to which the prices relate). Any holiday bookings made for periods after this time are subject to price change.

3. Booking Alterations

It may be possible to alter any of your holiday arrangements after your booking has been confirmed, you must notify us in writing and we will do our best to help. The names of guests on the booking form must be the only persons staying during the rental period. Any changes should be notified to us in writing prior to the rental period (see paragraph 16 below). We do not allow sub letting of the property.

4. Number of Persons

The maximum number of persons allowed in *Smithy's Cottage* is three. Additional persons may not be accommodated. Unless we are informed of the no. of persons on the booking form there may not be sufficient linen etc provided.

5. Restrictions

Strictly **NO SMOKING** and **NO PETS** (except service pets) are permitted in *Smithy's Cottage*.

6. Deposits Please refer to section 22 below regarding the Damage Deposit.

Provisional bookings may be made by phone. The provisional booking is held until a deposit of £50 per week (or part week) is received, together with the booking form. If the deposit has not been received after one week from making the provisional booking, the period booked becomes vacant and may be allocated to another customer. All reasonable efforts will be made to contact you first to see if you still wish to proceed with the booking in this event. Upon receipt of the deposit, an acknowledgement will be sent to you by post to indicate confirmation of booking and will be deemed to be acceptance of these conditions.

The deposit is non-returnable unless the booking cannot be confirmed, in which case it will be returned.

Please read cancellations below in paragraph 11.

7. Late Bookings

If a booking is made less than thirty days before the holiday start date, full payment must be sent with the booking form. Upon receipt of this an acknowledgement will be sent within one day (this being deemed to be acceptance of these conditions) together with all final details. In the event that the booking cannot be confirmed, the full payment will be returned. It is your responsibility to inform us of non-receipt of final details.

8. Balance Outstanding

Once your booking has been confirmed by us you are responsible for the whole of the hire terms. The balance of hire must be paid no later than thirty days before the hire starting date. Upon receipt of this we will despatch final details to you, within one week. It is your responsibility to inform us of non-receipt of final details.

9. Payment

Payment by BACS incurs no charges from ourselves and is our preferred method.

Payments in the form of a cheque must be in the currency of Pounds sterling. Cheques should be made payable to "P Livesley". We reserve the right to recover the cost of any bank charges incurred in handling dishonoured cheques. In no circumstances are post dated cheques acceptable.

10. Final details

Final details consist of directions to *Smithy's Cottage*, together with key. A fuller description of cottage instructions and rules is displayed in the cottage. It is your responsibility to read these and notify us of any misunderstanding.

11. Booking Cancellation Policy

When you make your booking and we have received the required deposit to secure the booking, a legally binding contract exists between us that is non-cancellable and non-refundable, except in exceptional circumstances. You may still remain liable to pay in full or in part for the booking, even if you are unable to take your holiday. even where you have not paid in full at the time of cancellation, you will remain liable for the full cost.

If for some reason you do need to cancel, it is important that you tell us at the first opportunity so that we may attempt to re-let the cottage and minimise your loss. You should take out [cancellation insurance](#) to protect yourself against possible loss.

12. Keys and damage to property.

The keys to the cottage will be posted to you - they must be left in the property (on leaving put the keys through the letter box). The hirer is responsible for any damages other than "wear and tear". Please refer to section 22 below regarding the Damage Deposit.

13. Occupation

Unless otherwise stated on your booking confirmation, the normal time of occupation is after 4pm on the hire start date. Occupation before 4pm will not be allowed unless prior permission has been given by us. If we are prevented by circumstances beyond our control from making the cottage available and cannot provide a suitable alternative, we will refund all monies paid by you but no further liability will be accepted.

14. Departure

The cottage must be vacated by 10 am on the final day of hire.

15. Minors

Booking from persons under the age of eighteen years cannot be accepted.

16. Unsuitable Hirers

We reserve the right to decline to accept a booking or refuse to hand over the keys to any persons or group where in our opinion the facilities are not suitable for the person or any group member on the grounds of age, ill health, disability, inexperience or any other reason. In such cases all sums paid shall be refunded in full and the contract shall be discharged without further liability on either party.

We reserve the right to repossess the cottage at any time where damage has been caused by you or any member of your party or in our opinion is likely to be caused by you or any member of your party. In such cases we shall not be liable to make a refund of any portion of the hire terms paid.

17. Modifications and Descriptions

Every effort has been made to ensure that the description of *Smithy's Cottage* and any other descriptions (including those of surrounding areas etc) contained in the information sheets and website pages are correct. We reserve the right to make modifications to the cottage specifications that are considered necessary in the light of operating requirements. In the interests of continued improvement, we reserve the right to alter or delete furniture, fittings, amenities or facilities, either advertised or previously available, without prior notice. If material changes occur after your booking is confirmed we will endeavour to advise you by telephone and, if there is time before your departure, confirm in writing.

18. Hirer's Obligations

You are responsible for the cottage and its equipment during the period of hire and are expected to take all reasonable care of it. The cottage is let fully furnished. Whilst duvets and bed linen are provided (one double and one single) towels are not. Pillow and mattress protectors are fitted and again you are responsible for ensuring that they are used. You are advised to check on arrival and report any shortcomings, damage or missing items immediately to us - so that the matter can be remedied for you. You must undertake to report and pay for any damage caused to the cottage or for equipment lost, damaged, broken or stolen during your period of stay. Unsuitable substitutes are not accepted. All equipment, utensils, etc. must be left in a clean condition at the end of the hire period. This is also true for the general state of the property, including carpets, work surfaces, sinks, bathroom, toilet, etc. - Please refer to section 22 below regarding the Damage Deposit.

19. Hirer's Property

We do not accept any liability for loss of, or damage to, personal effects, baggage, motor car, motor-car accessories, or any other item belonging to you or in your possession.

20. Disputes

If you are not entirely satisfied with the accommodation you should contact us - as detailed on the cottage notice board, immediately to resolve the problem. If, after that, you still feel that the problem has not been resolved to your satisfaction then you must, within seven days of returning from your holiday, put your comments in writing to us. Unless this procedure is strictly observed we cannot entertain any claim arising out of the complaint.

21. Bed Linen

Clean duvet covers, bottom sheet and pillowcases will be provided for the double bed and the single bed in *Smithy's Cottage*. This will be done on a change of letting only. A spare set will be left for those bookings of 2 weeks and over. We must be informed on the booking form on the exact no. of persons staying otherwise there may be insufficient linen provided.

22. Damage deposit

We will usually ask for a "damage deposit" of a separate cheque of up to £100 which will be returned unless there is damage in excess of normal wear and tear, broken glasses plates etc. - for example permanent damage (which includes clearly visible irremovable stains) to furniture / carpets / linen/ utilities etc. It will also be used to pay for excessive cleaning and tidying costs where the cottage has NOT been left in as "close as reasonably possible" condition as found.

Please note that this clause 22 has only been added to protect the owners, from the very rare occasions (fortunately) where furniture, equipment, contents have been left damaged beyond reasonable repair.

There is a [full inventory listing](#) in the cottage, on our website and on request.

23. Equipment Failure

We regularly check, maintain and replace all equipment in the cottage but occasionally they may fail unexpectedly. Where this equipment (eg washing machine, boiler etc) cannot be easily fixed (fuse etc) then we have left our contact no. in the cottage and we will endeavour to sort out any problems as quickly as reasonably possible. The hirer accepts that they may have to accept alternative arrangements.

24. Car Parking and the use of outside facilities (updated July 2021)

We have a car park and a private garden area with a shed next to Smithys Cottage. There is parking for one car in front of the garden gates but if you wish increased security or space for a second car then you are welcome to open the gates and park within the garden area - but we do not accept any liability for any injury, loss of, or damage to, personal effects such as baggage, motor car, motor-car accessories, or any other item belonging to you or others in your possession within these areas. The car park entrance and access gate must be kept shut at all times and locked at night including the garden room / shed.

25.Wifi and Internet

As a guest at these premises using the broadband facilities, you agree that you will not use the service for unlawful or illegal purpose.

26.Covid (updated March 2021)

Full refunds given due to any new government restrictions against the spread of covid being applied. You agree to follow our covid requests when leaving the cottage in bundling bed covers and towels etc into plastic bags provided - as per our leaving guidelines left in the cottage.

27. Use of the Open Fire (updated July 2021)

That you will read and follow instructions left in the cottage regarding the use of and safety instructions in using the open fire BEFORE lighting any fire. Once the fire is lit the cottage must not be left unattended.

28. Bookings taken via TripAdvisor (or other third party)

The above conditions in paras 6,7,8,9&11 will be superseded by the third party's payment and cancellation terms.

These conditions supersede all previous issues.

Pam Livesley